

ABC Voluntary Agreement
Application Number 1797
Marvelous Market Georgetown, LLC

1797

**ALCOHOLIC BEVERAGE CONTROL
VOLUNTARY AGREEMENT**

Premises Address: 3217 P Street, NW
Application Number: 1797
Roll Call: June 27, 2001
License Class: "B"

This Voluntary Agreement, is made this 27 day of June, 2001, by and between 14(e) protestant Mr. John W. Goodrich-Mahoney residing at 3242 Q Street, NW and Marvelous Market Georgetown, LLC, T/A Marvelous Market (hereinafter "the applicant") through its President, Christopher Brookfield located at 3217 P Street, NW, Washington, D.C. 20007.

Whereas, the Applicant are seeking a liquor license to be able to sell alcoholic beverages at Marvelous Market, located at 3217 P Street, NW; and

Whereas, Marvelous Market is located in a residential neighborhood and in close proximity to residential properties on 32nd and P Streets, NW; and

Whereas, the Protestant has timely protested the issuance of the Class B liquor license to Marvelous Market located at 3217 P Street, NW; and

Whereas, the parties to this Agreement have met and desire to resolve the protest in the manner hereinafter provided; and

Whereas, pending before the District of Columbia Alcoholic Beverage Control Board (hereinafter the "ABC Board") is the Applicant's request for a Class B liquor license to Marvelous Market Georgetown, LLC located at 3217 P Street, NW;

NOW THEREFORE, in consideration of the establishment recited above and the Preamble, Conditions, Covenants and Promises set forth below, the parties agree as follows:

PREAMBLE

The Applicant and Protestant enter into this Voluntary Agreement. Through this Agreement the parties aim to create an environment whereby the Applicant may operate as a viable business establishment while concurrently eliminating the adverse effects of this business on the surrounding neighborhood. All parties agree that the conditions enumerated in the provisions below are reasonable and shall become fully integrated into the day-to-day operation of the business.

1864

In addition, the Applicant agrees over the long-term to work with the ANC 2E, Protestant and other neighborhood residents to ensure that the business operations do not adversely affect the surrounding houses and neighborhood. Through working together, the parties to this Agreement envision that the new business will operate in a lawful manner, generate tax revenues, provide gainful employment opportunities within the District of Columbia, and contribute to the neighborhood as a good corporate citizen.

CONDITIONS, COVENANTS AND PROMISES

1. The Applicant shall operate the establishment at all times in full compliance with all applicable laws and regulations of the District of Columbia and the United States of America, and that the Applicant will comply with the District of Columbia Alcoholic Beverage Control Regulations.
2. A copy of this Voluntary Agreement shall remain on the premises at all times and shall be made available for viewing by any District of Columbia Government employee, representative of the ANC 2E or any citizen, upon request.
3. All employees, agents, officers, directors of the Applicant and anyone else connected in any way with the Applicant and in the operation of Marvelous Market are bound by the terms of this Voluntary Agreement and shall be instructed as to its provisions.
4. The business shall be open only during the days and hours of operation, as specified in the ABC liquor license application.
5. There is to be no use of "neon" lighting in any of the building windows.
6. All exterior equipment, including but not limited to exhaust fans and air conditioning units, are to be kept in good working order in order to prevent noise.
7. Recorded light music may be played only at a volume level that cannot be heard anywhere outside of a fifty foot radius of the business.
8. There will be strict enforcement of the underage drinking laws of the District of Columbia by requiring valid official identification showing age, cooperating with ABC inspectors and the police department in enforcing the law. To meet this requirement, there shall be a fully licensed manager on duty at all times the restaurant is open and all employees shall be trained in the "TIPS" program within a reasonable period of time, as required by law.

204

9. It is prohibited to offer or publicize any student discounts or similar special promotions that encourage the consumption of alcohol.
10. The applicant shall provide on-site parking for twelve (12) automobiles, unless there is a special event that precludes parking.
11. Trash, garbage or litter shall be stored in appropriate containers to prevent rat infestation. Further, the sidewalk in front of the building and the parking lot shall be kept clean at all times, and the curbs and gutters free of trash.
12. There shall be no use of public space without first obtaining the approval of the ANC 2E and the required permit from the Public Space Committee of the D.C. Department of Public Works and, if such permit is issued, public space shall be used only in strict conformance with the permit.
13. Following the signing of the Voluntary Agreement among the parties, the Applicant agrees to attend meetings of the ANC 2E upon request of the ANC 2E. Further, in the event the provisions of this Voluntary Agreement are violated or new issues develop, the Applicant agrees to meet with the ANC 2E, Protestant and other affected residents and pledges to work toward reasonable and effective solutions.
14. The Applicant will adhere to the conditions of the license for the business herein contained, and it is understood and agreed that the provisions of this Voluntary Agreement shall become a part of the conditions of the license. Failure of the Applicant to correct any violations of the conditions of the license shall allow the Protestant to immediately seek a Show Cause Hearing before the ABC Board.
15. The Protestant agrees to withdraw his protest of the Applicant's application for a Class B license to Marvelous Market located at 3217 Street, NW, at such time as the ABC Board accepts this Voluntary Agreement and incorporates it as part of the license.
16. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant and any other entity or individual(s) owning and/or operating a business at 3217 P Street, NW during the term of this B liquor license, and any renewals thereof, at this location.
17. Any notices required to be made under this Voluntary Agreement shall be in writing and mailed Certified mail, return receipt requested, postage prepaid, or hand delivered, to the other parties to this Voluntary

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Marvelous Market Georgetown, LLC

Agreement. Notice is deemed to be received upon mailing. Notice is to be given as follows:

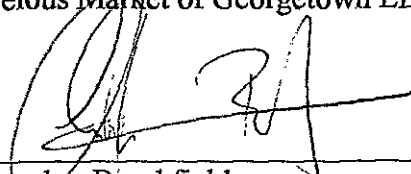
a. If to the Applicant, to:

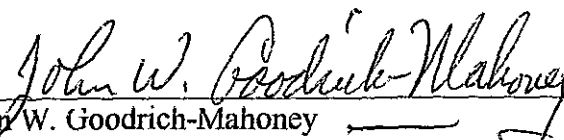
Mr. Christopher Brookfield
President
Marvelous Market of Georgetown, LLC
3217 P Street, NW
Washington, DC 20007

b. If to the 14(e) Protestant, to:
John W. Goodrich-Mahoney
3242 Q Street, NW
Washington, D.C. 20007

IN WITNESS WHEREOF, the parties have executed this Voluntary Agreement as of the day and year first above written.

Marvelous Market of Georgetown LLC

By  _____, President
Christopher Brookfield

By  _____, Protestant
John W. Goodrich-Mahoney

4074

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:

Marvelous Market Georgetown, LLC
T/a Marvelous Market

Application for a Retailer's
Class B - transfer to a new location
at premises

3217 P Street, NW
Washington, DC

Case No. 1797-01/072P

John W. Goodrich-Mahoney and 14(b) Petitioners, Protestants

Dimitri P. Mallios, Esquire, on behalf of the Applicant

**BEFORE: RODERIC L. WOODSON, ESQUIRE, CHAIR
VERA M. ABBOTT, MEMBER
ELLEN OPPER-WEINER, ESQUIRE, MEMBER
CHARLES A. BURGER, MEMBER
JUDY A. MOY, MEMBER
AUDREY E. THOMPSON, MEMBER
LAURIE COLLINS, MEMBER**

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

This matter, having been protested, was scheduled for a roll call hearing on June 27, 2001, in accordance with D.C. Code Section 25-115(c)(5) (1999 Supp.), providing for the protestants to be heard. On June 18, 2001, the Board received a timely filed and executed 14(b) petition from John W. Goodrich-Mahoney. Mr. Goodrich-Mahoney also timely filed a 14(e) petition with the Board, dated June 11, 2001. However, as the result of the voluntary agreement in this matter, the 14(e) petition was not fully executed.

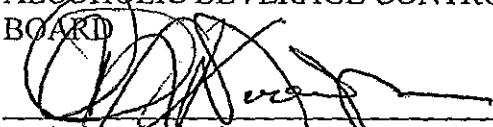
The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement, dated June 27, 2001, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

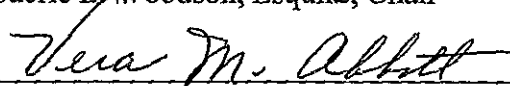
Marvelous Market Georgetown, LLC
t/a Marvelous Market
Page two

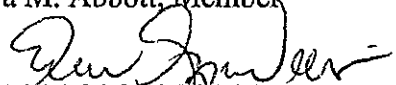
Accordingly, it is this 8th day of Aug. 2001, **ORDERED** that:

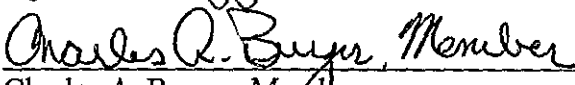
1. The opposition of John W. Goodrich-Mahoney, the 14(b) and 14(e) petitions, be, and the same hereby are **WITHDRAWN**;
2. The application of Marvelous Market Georgetown, LLC, t/a Marvelous Market, for a retailer's class B license (transfer to a new location) at premises 3217 P Street, NW, Washington, DC, be, and the same hereby, is **GRANTED**; and
3. The above-referenced agreement between the parties, be, and the same hereby is **INCORPORATED** and part of this **ORDER**; and;
4. Copies of this Order shall be sent to the Protestant and the Applicant.


DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL
BOARD

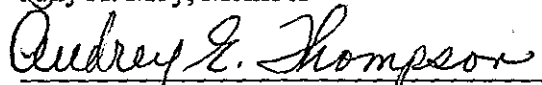

Roderic L. Woodson, Esquire, Chair

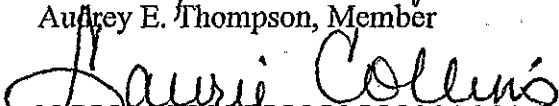

Vera M. Abbott, Member


Ellen Oppen-Weiner, Esquire, Member


Charles A. Burger, Member


Judy A. Moy, Member


Audrey E. Thompson, Member


Laurie Collins, Member